

MSG/jmm  
6/13/2018

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

AARON KEFFER  
4695 Glenwood Avenue  
Boardman, OH 44512

Plaintiff

v.

THE UNITED STATES OF AMERICA  
C/O JUSTIN HERDMAN, ESQ.  
United States Attorney for the Northern  
District of Ohio  
Office of the United States Attorney  
United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, OH 44113-1852

Additional service address

C/O JEFF SESSIONS, ESQ.  
United States Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530-0001

and

ACCEPTANCE INSURANCE  
P.O. Box 150769  
Nashville, TN 37215

Defendants

) CASE NO. \_\_\_\_\_

) JUDGE \_\_\_\_\_

) **COMPLAINT**

) **(OTHER TORTS)**

## **JURISDICTION**

1. This action arises under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., and this Court has jurisdiction under the provisions of 28 U.S.C. § 1346(b).

2. At all relevant times, Plaintiff, AARON KEFFER, has resided at 4695 Glenwood Avenue, in the Township of Boardman, County of Mahoning, State of Ohio, and the cause of action arose in that County. Thus, Venue is properly laid in this Court.

3. On November 29, 2017, Plaintiff, AARON KEFFER, filed an administrative claim with the Defendant UNITED STATES OF AMERICA for damages and injury resulting from a July 19, 2017 motor vehicle accident, described more fully below.

4. On May 4, 2018, Defendant UNITED STATES OF AMERICA notified Plaintiff, AARON KEFFER that they were denying his claim for injuries resulting from the July 19, 2017 motor vehicle accident.

5. In accordance with 28 U.S.C. § 2401(b) and 39 C.F.R. 912.9(a), upon receiving a final denial of liability for an administrative claim from the Defendant UNITED STATES OF AMERICA, Plaintiff is entitled to file suit in a United States District Court within six months after the date the U.S. Department of Justice mails the notice of that final action.

## **FIRST CLAIM**

6. On the 19<sup>th</sup> day of July, 2017, Plaintiff, AARON KEFFER, was proceeding east on Canfield Road, in the City of Youngstown, County of Mahoning, State of Ohio.

7. At that time, Jasmine E. Stuart, an employee of the United States Postal Service, negligently operated her motor vehicle into the motor vehicle driven by Plaintiff, AARON KEFFER, causing the damages hereinafter described.

8. At the time of the above-described accident Defendant, UNITED STATES OF AMERICA, negligently entrusted their motor vehicle to Jasmine E. Stuart. Further, Jasmine E. Stuart was the employee or agent of the UNITED STATES OF AMERICA acting within the scope of her employment or agency.

9. As a result of the negligence of the Defendant, UNITED STATES OF AMERICA and Jasmine E. Stuart, Plaintiff, AARON KEFFER, suffered injuries to his head, neck, back, legs, and other parts of his body causing pain and permanent damage.

10. Plaintiff, AARON KEFFER, has incurred medical expenses, hospital expenses, and other expenses, and will incur further such expenses.

11. Plaintiff, AARON KEFFER, has sustained permanent damage, pain and suffering, and expects to incur further pain and suffering in the future.

12. Plaintiff, AARON KEFFER, has lost earnings, expects to lose further earnings, and his earning capacity has been permanently impaired.

### **THIRD CLAIM**

13. For the Third Claim of this Complaint, Plaintiff, AARON KEFFER, hereby restates and realleges each and every allegation contained in the First and Second Claim as if fully rewritten herein.

14. Plaintiff, AARON KEFFER, states that at that time of the above-described accident, he was the owner of a 1995 GMC truck and, as a result of the negligence of the Defendants in causing the above-described accident, said vehicle was damaged and reduced in value in an amount in excess of \$10,000.00.

15. Further, Plaintiff, AARON KEFFER, states that he incurred towing charges, storage charges and other charges, and incurred a loss of use of said vehicle.

#### **FOURTH CLAIM**

16. For the Fourth Claim of this Complaint, Plaintiff, AARON KEFFER, restates and realleges each and every allegation contained in the First, Second, and Third Claims as if fully rewritten herein.

17. Plaintiff, AARON KEFFER, states that he purchased an automobile insurance policy from the Defendant, ACCEPTANCE INSURANCE, a company doing business in Mahoning County, Ohio.

18. A true and accurate copy of the declaration sheet referred to in the proceeding paragraph is not attached hereto but in the possession of Defendant, ACCEPTANCE INSURANCE.

19. Plaintiff, AARON KEFFER, was insured as that term is defined pursuant to the policy issued to Plaintiff by Defendant, ACCEPTANCE INSURANCE.

20. That policy, contains an uninsured/underinsured motorist provision whereby Plaintiff, AARON KEFFER, is entitled to recover damages for bodily injury resulting from the acts of uninsured or underinsured owners or operators of motor vehicles.

21. Plaintiff, AARON KEFFER, hereby alleges that he suffered injuries as a result of the negligence of defendants who may be found to be uninsured or underinsured motorists pursuant to the insurance policy that Plaintiff, AARON KEFFER, maintained with Defendant, ACCEPTANCE INSURANCE.

22. Plaintiff, AARON KEFFER, hereby and has requested arbitration of his uninsured/underinsured motorist claim with the Defendant, ACCEPTANCE INSURANCE, pursuant to the terms of the policy issued to Plaintiff.

23. At all times material hereto, the Plaintiff, AARON KEFFER, has paid the premiums,

performed all conditions necessary to maintain in good standing the automobile insurance policy issued by the Defendant, ACCEPTANCE INSURANCE.

24. Defendant, ACCEPTANCE INSURANCE, may claim some right of subrogation or lien as a result of their medical pay provision and monies that they may have paid pursuant to said policy.

**WHEREFORE**, Plaintiff, AARON KEFFER, demands judgment against Defendant, UNITED STATES OF AMERICA, as follows:

- A. Compensatory Damages in an amount in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$75,000.00), for Plaintiff, AARON KEFFER, plus interest at the legal rate of interest from the date of the accident described above;
- B. Compensatory Damages in an amount in excess of \$10,000.00 as property damage
- C. The costs of this Action.

**WHEREFORE**, Plaintiff, AARON KEFFER, demands judgment against the Defendant, ACCEPTANCE INSURANCE, as follows:

- A. Determination that the Plaintiff AARON KEFFER, was insured as that term is defined in the uninsured/underinsured motorist coverage provision of the policy issued to Plaintiff, AARON KEFFER, by Defendant, ACCEPTANCE INSURANCE;
- B. Determine the rights and obligations of said Defendant, ACCEPTANCE INSURANCE, under said policy issued to AARON KEFFER ;
- C. Direct that the Defendant, ACCEPTANCE INSURANCE, submit the

Plaintiffs, AARON KEFFER'S, uninsured/underinsured motorist claim to  
binding uncapped arbitration;

- D. Judgment against the Defendant, ACCEPTANCE INSURANCE, for the full  
amount of the policy limits;
- E. Costs to the Defendant, ACCEPTANCE INSURANCE.

Respectfully submitted,

THE GERVELIS LAW FIRM

/S/ Mark S. Gervelis

BY: MARK S. GERVELIS (#0012647)

STEPHANIE MEHLE (#0093338)

Attorneys for Plaintiffs

3790 Boardman-Canfield Road

Canfield, Ohio 44406

(330) 533-6565

msg@gervelislaw.com